directors is seen to be fair, especially when no actual fraud was shown. Most courts have held that such purchasers of "full paid" treasury stock at a low valuation are not liable to creditors of the corporation for the full value of the stock. *Davis Bros.* v. *Montgomery Furnace and Chemical Company,* 101 Ala. 127; *Lake Superior Iron Co.* v. *Drexel,* 90 N. Y. 87; *Railroad* v. *Dun,* 120 U. S. 299.

DAMAGES—REMOTE.—Plaintiff complains that on January 3, 1902, he ordered of defendant two gowns for his betrothed, that defendant was told at the time plaintiff was to wed on January 19, and was incurring great expense for the wedding feast; that defendant agreed, in consideration of $50, of which he then received $10, to furnish the gowns on or before January 18, but wholly failed in performance; that in consequence of such failure the wedding appointed for January 19 "was broken off" by the lady, and the plaintiff had uselessly incurred expenses to the extent of $500, wherefor he demands damages in said sum. *Held,* too remote for recovery. *Coppola* v. *Kraushaar* (1905), — N. Y. —, 92 N. Y. Supp. 436.

The complaint was dismissed at trial, before testimony was taken, because it did not state a cause of action. It cannot be said that the damages alleged were the immediate and necessary result of the breach, or to have entered into the contemplation of the parties when they made the contract. Notice of the object of the contract would not of itself change the measure of damages, unless it formed the basis of an agreement. *Booth* v. *Spuyten Duyvil R. M. Co.,* 60 N. Y. 487. Before the defendant can be held to the alleged damages, the parties must have had in contemplation that the prospective bride would forever refuse to wed if those "two dresses" were not forthcoming before the day set for the ceremony. *Hadley* v. *Baxendale,* 9 Exch. 341; *Griffin* v. *Colver,* 16 N. Y. 489, 69 Am. Dec. 718. If plaintiff was entitled to nominal damages, or stated facts which constituted a cause of action, the complaint should not have been dismissed. *Chatfield* v. *Simonson et al.,* 92 N. Y. 209, 218; *Hemmingway* v. *Poucher,* 98 N. Y. 281, 287. He certainly stated facts which required the inference that he was damaged $10. But he has not stated any facts which permit the inference that he suffered any other actual damages save those alleged, which are too remote. The averments of a complaint, if true, alleging a breach of contract by the defendant, entitle the plaintiff to a recovery of at least nominal damages. And an objection that damages are too remote should be raised by motion. *Treadwell* v. *Tillis,* 108 Ala. 262. Even though the plaintiff was benefited by the breach he was entitled to judgment for nominal damages. *The Excelsior Needle Co.* v. *Smith,* 61 Conn. 56. But when under the statute nominal damages would not carry costs, such damages should not be awarded. *Hickey* v. *Baird,* 9 Mich. 32. And for breach of an agreement for good consideration, nominal damages may be recovered, without proof of actual damages. *Hagan* v. *Riley,* 79 Mass. 515. Where a cause of action exists at least nominal damages will be presumed and must be allowed, and the fact that the plaintiff in a given case insisted upon substantial damages can not alter the rule. *Van Velsor* v. *Seeberger,* 35 Ill. App. 598. If no actual loss has been sustained by the violation of a contract, the damages are nominal, but this entitles the plaintiff to a

judgment for his costs. *Seat & Robinson* v. *Moreland,* 26 Tenn. (7 Hum.) 575. The damages to be recovered must be the actual and proximate consequence of the act or omission complained of. *Patch* v. *City of Covington,* 17 B. Mon. (Ky.) 722. Loss of time, and expenses incurred, in preparations for marriage, are grounds of damage, directly incidental to the breach of a promise of marriage, but not of special damage. *Smith* v. *Sherman,* 58 Mass. (4 Cush.) 408.

DEEDS—DURESS—GRANTOR IN POSSESSION.—To an action to establish title to an undivided nine acres of land and for partition, defendants pleaded (1) that the agreement out of which the conveyance of the land in suit arose was founded upon an illegal consideration, that plaintiff would not prosecute defendants' son on a certain criminal charge. (2) That the conveyance was secured from the grantors by threats of arrest and prosecution of the defendant, grantors' son. *Held,* that the plea of duress was available in defendants' favor, although the threats were directed against the son. And since the grantors (defendants) remained in possession of the land, it being their homestead, the illegal agreement from which the deed resulted was not so far executed that the court would refuse to go behind it, and inquire into the consideration. *Medearis et ux.* v. *Granberry et al.* (1905), — Tex. Civ. App. —, 84 S. W. Rep. 1070.

It is a general rule of law that duress must be imposed upon the party seeking to avoid his contract by reason of it. But it is a well recognized exception that, as between parent and child, either may avoid his contract made to relieve the other from such duress. *Bryant* v. *Peck & Whipple Company,* 154 Mass. 460. Whether a deed made in furtherance of an illegal agreement, the grantor remaining in possession, as in the principal case, is so far executed that courts will aid the grantee to recover possession, is unsettled. The right to ejectment was denied the grantee by the Supreme Court of Illinois. *Kirkpatrick* v. *Clark,* 132 Ill. 342, 351, following *Harrison* v. *Hatcher,* 44 Ga. 638. But the last case was questioned and practically overruled in a subsequent Georgia decision, and before the Illinois court had handed down the preceding opinion. *Parrott* v. *Baker,* 82 Ga. 364, 372, wherein the court says, "If that ruling [*Harrison* v. *Hatcher,* supra] is not clearly wrong, it must be by reason of some peculiar facts in the terms of the deed or otherwise, not reported." And the mortgagee has been decreed possession under a mortgage given to compound a felony, the court refusing to permit the illegality of the consideration to be availed of as a defense. *Williams* v. *Englebrecht,* 37 Ohio St. 383. And for an application of the same principle under slightly different facts see *Mosley* v. *Mosley,* 15 N. Y. 334.

DEEDS—RESTRICTION AGAINST BUILDING TENEMENT HOUSE.—The complainants and defendant own property in Manhattan, New York, derived from a common grantor in 1873, the deeds containing restrictions against using the property for any of a great number of purposes, including slaughter houses, glue factories, coal yards, tenement houses, and buildings "in any way dangerous, noxious, or offensive to the neighboring inhabitants." Defendant in 1902 erected three modern seven-story apartment houses elegantly finished in natural woods and marble, with frescoed walls and ceilings and modern